[2025] NZTT 5284142

TENANCY TRIBUNAL AT [Event location suppressed]

APPLICANT: [The applicant/s]

Landlord

RESPONDENT: Adam Pointon

Tenant

TENANCY ADDRESS: Unit/Flat 2, 21 Onukutara Place, Huntington, Hamilton 3210

ORDER

1. An application for suppression has been made in this case, and the Tribunal orders suppression of the Landlord's name and identifying details.
2. Adam Pointon must pay the Landlord $3097.87 immediately, calculated as shown in the table below.

Description	**Landlord**	**Tenant**
Previous order application 5182576 dated 20/05/2025	$547.00	
Cleaning	$560.82	
Carpet cleaning	$200.00	
Cleaning blinds and curtains and cat odour treatment	$750.00	
Rubbish removal	$497.95	
Lock/key replacement	$140.00	
Wall repairs	$375.00	

Filing fee reimbursement	$27.00	
Total Award	**$3,097.87**	
Total payable by Tenant to Landlord	**$3,097.87**	

Reasons:

1. Both parties attended the hearing – the landlord by video conference and the tenant by teleconference.
2. The landlord has applied for compensation and reimbursement of the filing fee following the end of the tenancy.

Did the tenant comply with his obligations at the end of the tenancy?

3. At the end of the tenancy the tenant must leave the premises reasonably clean and tidy, remove all rubbish, return all keys and security devices, and leave all chattels provided for their benefit. See section 40(1)(e)(ii)-(v) Residential Tenancies Act 1986.
4. The photographs show that tenant did not leave the premises reasonably clean and tidy and did not remove all rubbish. The walls, floors and cupboards were dirty as were the blinds and curtains.
5. There was also rubbish left behind largely in the form of wooden pallets and a full rubbish bin, which the tenant accepted.
6. The tenant refuted that he had a cat at the premises and therefore should not pay for the cat urine odour treatment.
7. However, I am satisfied that he ought to pay this cost because I accept that there was cat urine odour as tested by the carpet cleaning company, and it was likely that it was his wife's cat who had come into the house.
8. I am dismissing that part of the claim that relates to reinstating the lawn and weeding. This is because there are no photos of the area that was weeded prior to the tenancy starting and the tenant states that this area was always weedy.
9. I am also dismissing that part of the claim that relates to reinstating the lawn because the pre-entry photos show that the lawn was already in poor condition.
10. The tenant accepts that he did not return the keys and so he is liable for the cost of the replacement lock.

11. The amounts ordered are proved by invoices.

Is the tenant responsible for the damage to the premises?

12. A landlord must prove that damage to the premises occurred during the tenancy and is more than fair wear and tear. If this is established, to avoid liability, the tenant must prove they did not carelessly or intentionally cause or permit the damage. Tenants are liable for the actions of people at the premises with their permission. See sections 40(2)(a), 41 and 49B RTA.
13. Tenants are liable for the cost of repairing damage that is careless or intentional.
14. Damage is intentional where a person intends to cause damage and takes the necessary steps to achieve that purpose.
15. The landlord claims $439.88 as the invoiced cost of repairing walls throughout the premises and in the garage.
16. I am reducing this claim to $375.00 because although the tenant accepted that he had intentionally put nails and clips throughout the premises and had put cellotape on the walls which caused the walls to be damaged when it was taken off, he did not accept that he had put all the nails and screws in the garage. There were no pre-entry photos to evidence whether there were already nails and screws in the garage and so this part of the claim has not been proven to the required standard. I also consider that a small part of the damage repaired was fair wear and tear.
17. I am also dismissing the claim for the cost of replacing the exterior cedar corner cap. I regard this damage as being inevitable, and beyond the tenant's control, when there are a number of cats wandering the neighbourhood.

Filing fee reimbursement

18. I am also ordering the tenant to reimburse the filing fee to the landlord because the landlord was substantially successful with the claim against him.

C ter Haar
21 August 2025

Please read carefully:

Visit justice.govt.nz/tribunals/tenancy/rehearings-appeals for more information on rehearings and appeals.

Rehearings

You can apply for a rehearing if you believe that a substantial wrong or miscarriage of justice has happened. For example:

- you did not get the letter telling you the date of the hearing, **or**
- the adjudicator improperly admitted or rejected evidence, **or**
- new evidence, relating to the original application, has become available.

You must give reasons and evidence to support your application for a rehearing.
A rehearing will not be granted just because you disagree with the decision.
You must apply within five working days of the decision using the Application for Rehearing form: justice.govt.nz/assets/Documents/Forms/TT-Application-for-rehearing.pdf

Right of Appeal

Both the landlord and the tenant can file an appeal. You should file your appeal at the District Court where the original hearing took place. The cost for an appeal is $260. You must apply within 10 working days after the decision is issued using this Appeal to the District Court form: justice.govt.nz/tribunals/tenancy/rehearings-appeals

Grounds for an appeal

You can appeal if you think the decision was wrong, but not because you don't like the decision. For some cases, there'll be no right to appeal. For example, you can't appeal:

- against an interim order
- a final order, or the failure to make an order, where the amount in dispute on appeal is less than $1000
- a final order to undertake work, or the failure to make an order, where the value of the work in dispute on appeal is less than $1000.

Enforcement

Where the Tribunal made an order about money or property this is called a **civil debt**. The Ministry of Justice Collections Team can assist with enforcing civil debt. You can contact the collections team on **0800 233 222** or go to justice.govt.nz/fines/civil-debt for forms and information.

Notice to a party ordered to pay money or vacate premises, etc.

Failure to comply with any order may result in substantial additional costs for enforcement. It may also involve being ordered to appear in the District Court for an examination of your means or seizure of your property.

If you require further help or information regarding this matter, visit tenancy.govt.nz/disputes/enforcing-decisions or phone Tenancy Services on 0800 836 262.

Mēna ka hiahia koe ki ētahi atu awhina, kōrero ranei mo tēnei take, haere ki tenei ipurangi tenancy.govt.nz/disputes/enforcing-decisions, waea atu ki Ratonga Takirua ma runga 0800 836 262 ranei.

A manaomia nisi faamatalaga poo se fesoasoani, e uiga i lau mataupu, asiasi ifo le matou aupega tafailagi: tenancy.govt.nz/disputes/enforcing-decisions, pe fesootai mai le Tenancy Services i le numera 0800 836 262.